

ITEL

Pullman

August 2, 1989

16478/A
RECORDATION NO. _____ FILED 1425

AUG 14 1989 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

9-226A020

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Schedule No. 1 to Lease Agreement dated as of July 17, 1989, between Itel Railcar Corporation and Canadian Pacific Limited

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Schedule under the Lease Agreement dated July 17, 1989, between Itel Railcar Corporation and Canadian Pacific Limited, which is being filed with the ICC simultaneously this date.

The parties to the aforementioned instrument are listed below:

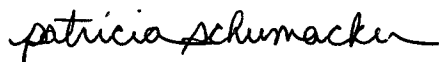
Itel Railcar Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Canadian Pacific Limited (Lessee)
P.O. Box 5042, Windsor Station
Montreal, Quebec H3C 3E4
Canada

This Schedule adds to the Lease Agreement forty-eight (48) 86'6", Plate G, XP boxcars bearing reporting marks CPAA 205900-205949 (n.s.).

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,



Patricia Schumacker
Legal Department

AUG 14 1989 - 11 20 AM

LOT NO 2252-01

INTERSTATE COMMERCE COMMISSION

EQUIPMENT SCHEDULE No. 1

This Equipment Schedule is attached to and made part of that certain Lease Agreement dated as of July 17, 1989 (the "Agreement") between ITEL Railcar Corporation as Lessor and Canadian Pacific Limited as Lessee as of this 17th day of July, 1989.

Description of Cars: Plate G, XP, Boxcars
Door Opening Width: 20' Sliding Doors
Inside Length: 86'6"
Inside Width (Min.): 9'1"
Inside Height (Min.): 12'9"
AAR Car Code: A706
Cubic Capacity: 10,000 cu. ft.
Number of Cars: 48 (forty eight)
Reporting Marks: CPAA 205900 - 205949 (N.S.)

Term: Commencement Date March 15, 1989, the Cars are in Lessee's possession pursuant to the Lease dated as of September 16, 1967 (the "1967 Lease") between United States Railway Company, as lessor and Lessee, under its previous name, Canadian Pacific Railway Company. Lessor is the assignee of Evans Railcar Leasing Company, successor in interest to United States Railway Company. Effective on the Commencement Date the 1967 Lease shall be terminated with respect to the Cars and the Cars shall become subject to the terms of the Agreement and this Schedule.

: Expiration Date 2 (two) years from Commencement Date

Renewal Option: one (1) - six (6) month period, thirty (30) days' notice from Lessee to renew.

Rent: Fixed Rental \$ U.S. funds per Car per month

P12

: Service Factor N/A

: Maximum Mileage N/A

: Per Mile Rate N/A

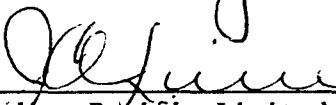
: User Maintenance Items: N/A

: Special Provisions: Notwithstanding the provisions of Section 5 of the Agreement (which provides that Lessor shall provide maintenance on equipment it leases to Lessee), Lessee shall perform or cause to be performed and pay all costs and expenses associated with the maintenance of the Cars described on this Schedule. Any parts, replacements or additions made to any Car are deemed accessions to such Car and title thereto shall vest immediately in Lessor. In the event that Lessor performs any repair work for Lessee, all sums due Lessor for such repair work shall be reimbursed to Lessor as additional rental. "Repair Work" is defined as all repairs, maintenance, or replacements required to keep and maintain the Cars in good working order and repair. All repairs must be made in accordance with the Interchange Rules, as amended from time to time. Lessor has the right to inspect the Cars at any time to ensure that they are in compliance with applicable regulations.

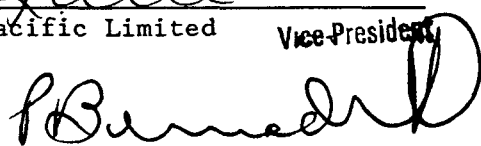
Chief of Transportation



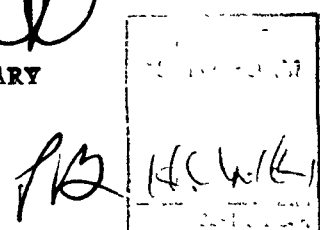
 ITEL Railcar Corporation



 Canadian Pacific Limited Vice-President



 ASSISTANT SECRETARY



STATE OF CALIFORNIA)
) ss:
 COUNTY OF SAN FRANCISCO)

On this 17th day of July, 1989, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Railcar Corporation, that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
 Notary Public



PROVIDENCE OF QUEBEC)
) ss:
 COUNTY OF HOCHELAGA)

On this 10th day of JULY, 1989, before me personally appeared P BERNADET, to me personally known, who being by me duly sworn says that such person is ASSISTANT SECRETARY of Canadian Pacific Limited that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

André Gauthier
 Notary Public, in and for the Province
 of Quebec, Canada. My commission is
 for life.